



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

DONALD L. WOLFE, Director

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ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
[www.ladpw.org](http://www.ladpw.org)

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: PD-4

December 1, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**STATE WATER RESOURCES CONTROL BOARD ACCEPTANCE OF  
PROPOSITION 50 GRANTS FOR THE SANTA MONICA BAY WATERSHED TRASH  
EXCLUDERS PROJECT, AND FOR PROJECT NO. 286 LOW-FLOW DIVERSION AT  
28TH STREET, AND PROJECT NO. 3874 LOW-FLOW DIVERSION AT  
BOONE-OLIVE PUMP STATION  
SUPERVISORIAL DISTRICTS 2, 3, AND 4  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY  
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the Santa Monica Bay Watershed Trash Excluders project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Accept three Proposition 50 Grants from the California State Water Resources Control Board, in the amounts of \$1,000,000, \$660,000, and \$200,000, respectively, for the design and construction of Santa Monica Bay Watershed Trash Excluders, and for two low-flow diversions for Project No. 286 at 28th Street and Project No. 3874 at Boone-Olive Pump Station.

3. Adopt the enclosed Resolution delegating authority to the Chief Engineer of the Los Angeles County Flood Control District, or his designee, to conduct business with the California State Water Resources Control Board on any and all matters related to these grants, including executing three grant agreements substantially similar to the enclosed Agreement and signing any amendments and requests for reimbursement for and on behalf of the District.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The grant awards of \$1,000,000, \$660,000, and \$200,000 from the California State Water Resources Control Board will help to finance projects to design and construct the Santa Monica Bay Watershed Trash Excluders project, Project No. 286 Low-flow Diversion at 28th Street, and Project No. 3874 Low-flow Diversion at Boone-Olive Pump Station in the Santa Monica Bay.

The trash excluder project will prevent trash from entering the rivers and ocean by preventing the trash from entering the catch basins. The low-flow diversion at 28th Street will prevent urban runoff from reaching Manhattan Beach by diverting dry weather runoff to the County Sanitation District. The low-flow diversion at Boone-Olive Pump Station will prevent urban runoff from reaching Marina del Rey by diverting dry weather runoff into the sanitary sewer system for treatment at the City of Los Angeles Hyperion Treatment Plant.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility by actively seeking grant funds to augment the County's funding sources.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County's General Fund. The total project costs for Santa Monica Bay Watershed Trash Excluders project, Project No. 286 Low-flow Diversion at 28th Street, and Project No. 3874 Low-flow Diversion at Boone-Olive Pump Station are estimated to be \$1,300,000, \$880,000, and \$320,000, respectively, and are included in the Fiscal Year 2005-06 Flood Control District Fund Budget. We will receive reimbursement of \$1,000,000, \$660,000, and \$200,000, respectively, for each project through the Proposition 50 Grant Program administered by the California State Water Resources Control Board to finance each construction contract.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On July 11, 2000, your Board approved guidelines to be followed in the acceptance of grants of \$100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for your review prior to the departments carrying out the activities covered under the grant. Accordingly, the Grant Management Statements for these three grants are enclosed for your review.

The enclosed Resolution and draft Agreement, which are required by the State Water Resources Control Board, have been approved as to form by County Counsel. The final Agreement will be approved as to form by County Counsel prior to its execution by the Chief Engineer or his designee.

### **ENVIRONMENTAL DOCUMENTATION**

The CEQA requires public agency decision makers to document and consider the environmental implications of their actions. The Santa Monica Bay Watershed trash excluders project qualifies for a categorical exemption pursuant to Section 15301(b) of the CEQA and Class 1, Subsection (e), of the revised County Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

Upon approval of the exemption by your Board, a \$25 handling fee will be paid to the County Clerk for filing a Notice of Exemption in accordance with the requirements of Section 21152(a) of the California Public Resources Code.

On August 30, 2005, Synopsis 50, your Board found Project No. 286 Low-flow Diversion at 28th Street categorically exempt from the CEQA.

On September 6, 2005, Synopsis 48, your Board found Project No. 3874 Low-flow Diversion at Boone-Olive Pump Station categorically exempt from the CEQA.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**


Upon completion, this project will significantly reduce the amount of trash and bacteria entering the Santa Monica Bay and improve the quality of the environment.

The Honorable Board of Supervisors  
December 1, 2005  
Page 4

**CONCLUSION**

Upon approval, please return two adopted copies of this letter and four copies of the adopted Resolution to Public Works.

Respectfully submitted,

  
for DONALD L. WOLFE  
Director of Public Works

RG:pr

C060576

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Enc. (3)

cc: Chief Administrative Office  
County Counsel

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF LOS ANGELES, CALIFORNIA, ACTING AS GOVERNING BODY OF  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, TO AUTHORIZE  
ENTERING INTO AGREEMENTS WITH THE STATE OF CALIFORNIA AND  
DESIGNATING A REPRESENTATIVE TO SIGN PROPOSITION 50 AGREEMENTS  
AND ANY AMENDMENTS THERETO, FOR THE CONSTRUCTION OF THE SANTA  
MONICA BAY WATERSHED TRASH EXCLUDERS PROJECT, PROJECT NO. 286  
LOW-FLOW DIVERSION AT 28TH STREET, AND PROJECT NO. 3847 LOW-FLOW  
DIVERSION AT BOONE-OLIVE PUMP STATION.**

WHEREAS, the Los Angeles County Flood Control District intends to construct Santa Monica Bay Watershed Trash Excluders which will prevent trash from reaching the Santa Monica Bay shoreline waters by screening trash from entering the storm drain catch basins; and

WHEREAS, the Los Angeles County Flood Control District intends to construct Project No. 286 Low-flow Diversion at 28th Street which will prevent urban runoff from reaching Manhattan Beach and shoreline waters by diverting dry weather low-flow to the County Sanitation District sanitary sewer for treatment; and

WHEREAS, the Los Angeles County Flood Control District intends to construct Project No. 3874 Low-flow Diversion at Boone-Olive Pump Station which will prevent urban runoff from reaching Marina del Rey and shoreline waters by diverting dry weather low-flow to the City of Los Angeles' sanitary sewer for treatment; and

WHEREAS, the California State Water Resources Control Board requires a Resolution by the governing body of the local agency to authorize a representative of the local agency to negotiate and execute grant agreements and any amendments on behalf of the local agency.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Los Angeles, acting as the governing body of the Los Angeles Flood Control District, hereby authorizes and directs the Chief Engineer of the Los Angeles County Flood Control District, or his designee, to conduct business with the California State Water Resources Control Board on any and all matters related to these three Proposition 50 Grants, including negotiating and executing the grant agreements and any amendments and signing requests for reimbursement.

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The foregoing Resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2005 by the Board of Supervisors of the County of Los Angeles and exofficio of the governing body of all other special assessment and taxing district, agencies, and authorities for which said board so acts.

VIOLET VARONA-LUKENS  
Executive Office of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By   
Deputy

FOR STATE USE ONLY
DGS REGISTRATION NO.

PROPOSITION 50 SANTA MONICA BAY RESTORATION GRANT PROGRAM  
GRANT AGREEMENT  
BETWEEN THE  
STATE WATER RESOURCES CONTROL BOARD  
AND

[insert name of Grantee]

[insert name of Project]

AGREEMENT NO. [ ]

This Grant Agreement is made between the State of California acting by and through the State Water Resources Control Board, hereafter referred to as the "SWRCB", and [insert name of Grantee], a [city, county] 501(c)(3)/501(c)(5) nonprofit or whatever they are that qualifies them], hereafter referred to as the "Grantee".

WHEREAS:

1. The following provision(s) authorize the SWRCB to enter into this type of Grant Agreement:  
WC § 79543, WC § 79148, (Pr 50 Coastal NPS/Santa Monica Bay Restoration)
2. The Grantee has applied for a grant and has been determined by the SWRCB to be eligible for a grant pursuant to applicable State laws and regulations; and
3. The SWRCB, pursuant to the SWRCB Resolution No. 2005-0042, approved on June 16, 2005, has authorized grant funding for the Project hereafter described.

NOW, THEREFORE, it is agreed as follows:

1. The Project generally consists of [insert 2 or 3 sentences max - preferably 10 words or less], for the benefit of the Grantee.

The Project Representatives during the term of this Agreement will be:

State Water Resources Control Board	Grantee:
Name: Jack Topel, Grant Manager	Name: , Project Director
Address: 320 West 4 <sup>th</sup> Street, Suite 200 Los Angeles, CA 90013	Address:
Phone: (213) 576-6647	Phone:
Fax: (213) 576-6646	Fax:
e-mail: jtopel@waterboards.ca.gov	e-mail:

Direct all inquiries to:

State Water Resources Control Board	Grantee:
Section/Unit: Division of Financial Assistance	Section/Unit:
Attention: , Program Analyst	Attention: , Grant Contact
Address: 1001 I Street, 16 <sup>th</sup> Floor Sacramento, CA 95814	Address:
Phone: (916) 341-	Phone:
Fax: (916) 341-5296	Fax:
e-mail:	e-mail:

Each party may change its Project Representative upon written notice to the other party.

2. Incorporation of Documents. This Agreement incorporates the following documents:

- 2.1 Exhibit A, Scope of Work;
- 2.2 Exhibit B, Invoicing, Budget Detail, and Reporting Provisions;
- 2.3 Exhibit C, SWRCB General Conditions;
- 2.4 Exhibit D, Grant Program Terms and Conditions; and
- 2.5 Exhibit E – Travel and Per Diem Expenses

3. Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, subcontractors, suppliers, and providers of services. Grantee shall give personal supervision to any work required under this Grant Agreement or employ a competent representative, satisfactory to State, with the authority to act for Grantee. Grantee or its authorized representative shall be present while work is in progress. Grantee shall give attention to fulfillment of the Grant Agreement and completion of the Project, and shall keep work under control. Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to bid disputes and payment disputes with Grantee's contractors and subcontractors. State will not mediate disputes between Grantee and any other entity concerning responsibility for performance of work.
4. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies and regulations.
5. The term of the Agreement shall begin on (date) and continue through Project completion plus (choose one) ~~three (3)~~ ~~twenty-three (23)~~ ~~thirty-six (36)~~ years unless otherwise terminated or amended as provided in the Agreement. HOWEVER, ALL WORK SHALL BE COMPLETED BY MARCH 1, 2008.

~~FOR REFERENCE ONLY-- DELETE THIS PARAGRAPH~~

~~3 years for non-State governmental agencies whose Project does not include construction~~  
~~23 years for non-State governmental agencies whose Project does include construction~~  
~~36 years for all State agencies~~

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By:

\_\_\_\_\_  
Grantee Signature

\_\_\_\_\_  
Grantee Typed/Printed Name

\_\_\_\_\_  
Title and Date

By:

\_\_\_\_\_  
Esteban Almanza, Chief  
State Water Resources Control Board,  
Division of Administrative Services

\_\_\_\_\_  
Date

Reviewed by:  
Office of Chief Counsel  
Date:



EXHIBIT A  
SCOPE OF WORK

1. Project Assessment and Evaluation Plan, Monitoring Plans, Quality Assurance Project Plan ~~(if applicable)~~
  - 1.1 In order for the RWQCB staff and SWRCB staff to verify work was adequately performed or conducted, Geographical Positioning System (GPS) locations for monitoring must be identified for this Project prior to any disbursements.
  - 1.2 All projects are required to prepare and implement a Project Assessment and Evaluation Plan (PAEP) (aka Project Monitoring and Performance Plan) in accordance Exhibit D to detail the methods of measuring Project benefits and reporting them in accordance with a PAEP. Many projects include multiple activities that will require measurement of several parameters to evaluate Project performance. All implementation projects that propose pollution load and/or concentration reductions must report such reductions annually. Projects addressing sediment and nutrients must report annual pollutant load reductions. Projects protecting, restoring or creating streams, shorelines, or wetlands, must report an annual accounting of the acres of wetlands restored and created; feet of streambank and shoreline protected and feet of stream channel stabilized. The PAEP shall be approved by the Grant Manager prior to implementation of monitoring and performance assessment and/or evaluation actions. Guidance for preparing the PAEP will be available at <http://www.waterboards.ca.gov/funding/awggp/index.html>.
  - 1.3 If environmental water quality monitoring (chemical, physical, or biological) is undertaken, the Grantee shall prepare, maintain, and implement a Monitoring Plan (MP) as described on Page 9 of the Agricultural Water Quality Grant Program Guidelines (August 26, 2004). The MP shall include, but is not limited to, a description of the monitoring objectives, types of constituents to be monitored, and the sampling location frequency/schedule for the monitoring activities. The MP shall be approved by the Grant Manager prior to implementation of any sampling or monitoring activities. No monitoring may occur prior to MP approval. The Grant Manager must approve any changes to the MP prior to implementation.
  - 1.4 If an MP is prepared, the Grantee shall also prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with the SWRCB's Surface Water Ambient Monitoring Program's (SWAMP) QAPP and data reporting requirements, and the USEPA QAPP, EPA AQ/R5, 3/01. Water quality monitoring data includes physical, chemical, and biological monitoring of any surface water. Electronic submittal of data collected in accordance with SWAMP shall be required. The QAPP shall be approved by the Regional Water Quality Control Board's (Regional Water Board) or SWRCB's Quality Assurance (QA) Officer prior to implementation of any sampling or monitoring activities. No monitoring may occur prior to QAPP approval. Any costs related to monitoring data collected prior to and not supported by the approved QAPP will not be reimbursed. Guidance for preparing the QAPP is available at [http://www.waterboards.ca.gov/swamp/docs/swampqapp\\_template032404.doc](http://www.waterboards.ca.gov/swamp/docs/swampqapp_template032404.doc).

## 2. Work To Be Performed by Grantee

~~Insert detailed scope of work. Be as specific as appropriate for the Project being funded. The scope must be consistent with the proposed scope contained in the application and the required revisions identified during the review process. Do not include purely speculative statements or purely historical statements. For example, say "Grantee shall perform restoration work from X stretch of creek to Y stretch of creek. Such work will include removal of exotic flora (including X plant, if known), etc. DON'T SAY "Grantee is concerned about invasive flora in the watershed. This type of flora hurts the habitat for aquatic species." What we want to know is WHAT THE GRANTEE IS ACTUALLY GOING TO DO.~~

## 2.X Draft and Final Project Reports

- 2.X.1 Prepare and submit to the Grant Manager for review and comment a draft Project Report that includes the results of the work listed above. The report shall include the following narrative sections in addition to the requirements listed in Exhibit D.
- a. A summary of the Project, describing Project purpose, scope and goals, activities completed, techniques used and partners involved.
  - b. A report of all management practices or management measures implemented, together with their corresponding locations. The report shall be in a format that enables the Grant Manager to find the physical location of each implemented practice or measure in a quick and efficient manner. Acceptable formats include, but are not limited to:
    - Map of locations – The map of practices or measures implemented shall consist of dots placed on a USGS 7.5-minute quadrangle map at the implementation location. Lead lines shall be connected to a text box description of the practice or measure. The dots shall have a small enough diameter to enable the Grant Manager to locate the measure or practice within a 50-foot radius.
    - Project coding system – The project coding system shall explain the product coding used to describe each implemented practice or measure, together with its corresponding latitude and longitude.
  - c. Describe Project performance, including benefits, successes and shortcomings, consistent with the PAEP. Enumerate specific quantifiable environmental changes and results of the Project. As appropriate, include 1) behavioral results such as the amount of management practices or measures implemented, 2) estimates or measurements of the amount of pollutants prevented from reaching surface or ground water, and 3) documented changes in water quality based on monitoring.
  - d. Any additional steps necessary to achieve the purposes of the local watershed management.
  - e. Include information collected in accordance with the PAEP, including a determination of the effectiveness of the Best Management Practices (BMPs) or management measures implemented as part of the Project in preventing or reducing nonpoint source pollution.
  - f. Identify lessons learned in carrying out the Project. Describe what worked and what did not work, and how similar efforts could be utilized within the Project area, as well as in other watersheds.
  - g. Describe the extent of outreach that has been conducted and if there are plans to further promote the results of the Project to achieve additional implementation.
  - h. Describe the Project's funding. Include the projected cost and actual cost of the Project, how much of the grant funds were spent, and how much funding was put into the Project from sources other than Prop 50. Identify funding sources that have been "leveraged" by the Project and plans for funding future activities.
  - i. Identify planned or potential follow-up activities, including additional monitoring to assess project effectiveness and additional steps necessary to achieve the water quality objectives, Total Maximum Daily Loads (TMDL) or local watershed plans.
  - j. Identify additional reports that will be submitted after term of the agreement that describe follow up activities.
  - k. A list of items submitted as outlined in the Table of Items for Review.
  - l. Any additional information that is deemed appropriate by the Project Director or Grant Manager.

- 2.X.2 Prepare a final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft Project Report. Submit one (1) reproducible master and two (2) copies of the final Project Report to the Grant Manager for review and acceptance.

## TABLE OF ITEMS FOR REVIEW

*[this is only a sample, edit as needed]*

Item	DESCRIPTION	GRANT FUNDING	DUE DATE
<b>EXHIBIT A – SCOPE OF WORK</b>			
1.0	QUALITY ASSURANCE PROJECT PLAN, MONITORING PLAN, PROJECT ASSESSMENT AND EVALUATION PLAN	\$ x	--
1.1	GIS Coordinates	--	(date)
1.2	PAEP	--	(date)
1.3	Monitoring Plan (MP)	--	(date)
1.4	Quality Assurance Project Plan (QAPP)	--	(date)
2.0	WORK TO BE PERFORMED BY GRANTEE	\$ x	--
2.1	{Title of work item to be reviewed}	--	(date)
2.1.1	{Name of item to be reviewed}	--	(date)
2.1.2	{Name of item to be reviewed}	--	(date)
2.X	Draft and Final Project Reports		
2.X.1	Draft Project Report	--	(date)
2.X.2	Final Project Report	--	3/1/08
<b>EXHIBIT B – INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS</b>			
1.1	Invoice		Quarterly/Monthly
5.0	REPORTS		
5.1	Progress Reports by the twentieth (20 <sup>th</sup> ) of the month following the end of the calendar quarter (March, June, September, and December)	--	Quarterly/Monthly
5.2	Expenditure/Invoice Projections	--	Quarterly
5.3	Grant Summary Form	--	Day 90
5.4	Natural Resource Projects Inventory (NRPI) Project Survey Form	--	Before final invoice
<b>EXHIBIT C – SWRCB GENERAL CONDITIONS</b>			
6	Copy of final CEQA/NEPA documentation Work cannot begin prior to receipt of environmental clearance from the SWRCB	--	As needed
22	Signed cover sheets for all permits	--	As needed
<b>EXHIBIT D – GRANT PROGRAM TERMS &amp; CONDITIONS</b>			
	Project Assessment and Evaluation Plan (PAEP) (depending on program, this may be in Exhibit A)	--	(date)
Total Grant Funds:		\$ x	--

EXHIBIT B  
INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

## 1. Invoicing

- 1.1 Invoices shall be submitted in the format provided by the SWRCB. The original invoice shall be submitted to the SWRCB's Grant Manager on a (choose one) monthly/quarterly basis consistent with the reporting schedule in Section 5.1 of this exhibit. The address for submittal is:

Jack Toppel, Grant Manager  
Los Angeles Regional Water Quality Control Board  
Santa Monica Bay Restoration Commission  
320 West 4<sup>th</sup> Street, Suite 200  
Los Angeles, CA 90013

- 1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Receipt of invoices in any other format than the one provided by the SWRCB will be cause for an invoice to be disputed. In the event of an invoice dispute, the SWRCB's Grant Manager will notify the Grantee by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the SWRCB's Grant Manager.
- 1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.
- 1.4 Notwithstanding any other provision of this Agreement, the Grantee agrees that the SWRCB may retain an amount equal to ten percent (10%) of the grant amount specified in this Agreement until completion of the Project to the reasonable satisfaction of the SWRCB. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- 1.5 If after signing this Agreement, the Grantee fails to draw funds for any ninety-day period, the State may consider the Grantee to be in breach of this Agreement, and may terminate this Agreement immediately.
- 1.6 The invoice shall contain the following information:
- The date of the invoice;
  - The time period covered by the invoice, i.e., the term "from" and "to";
  - The total amount due; and
  - Original signature and date (in ink) of Grantee or its authorized representative.
  - Final invoice shall be clearly marked "FINAL INVOICE" and submitted NO LATER THAN APRIL 1, 2008.

## 2. Budget Contingency Clause

The maximum amount to be encumbered under this Agreement for the 200X-XX fiscal year ending June 30, 2008 shall not exceed ~~TYPE OUT DOLLAR AMOUNT (ALPHA) (\$NUMERIC)~~.

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the SWRCB to make any payments under this

Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Grantee to reflect the reduced amount.

### 3. Line Item Budget

			PROP. <del>XX</del>	MATCH (if required)	TOTAL
Personnel Services			\$	\$	\$
Classification	Hours	Wage/Hour			
Principal Engineer	<del>###</del>	<del>\$xx.xx</del>			
Senior Engineer	<del>###</del>	<del>\$xx.xx</del>			
Operating Expenses (Prorated for Project)			\$	\$	\$
Includes:					
Travel Expenses					
Supplies (less than \$5,000 per item)					
Equipment (\$5,000 or more per item)			\$	\$	\$
Itemize each piece of equipment					
Professional and Consultant Services			\$	\$	\$
Construction (Contracted Services)			\$	\$	\$
TOTAL			\$	\$	\$

### 4. Budget Line Item Flexibility

- 4.1 Line Item Adjustment(s). Subject to the prior review and approval of the SWRCB's Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the total grant amount including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment.
- 4.2 Procedure to Request an Adjustment. Grantee may submit a request for an adjustment in writing to the SWRCB. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The SWRCB may also propose adjustments to the budget.

### 5. Reports

- 5.1 Grantee shall submit (choose either) quarterly/monthly progress reports to the SWRCB's Grant Manager by the twentieth (20<sup>th</sup>) of the month (delete if monthly, leave if quarterly) following the end of the calendar quarter (March, June, September, and December). The progress reports shall provide a brief description of the work performed, accomplishments during the (choose either) quarter/month,

milestones achieved, description of progress on the plan, any data developed or information gained, any costs incurred, and schedule impacts, and any problems encountered in the performance of the work under this Agreement. Grantee shall document all contractor activities and expenditures in progress reports. The submittal of these reports is a requirement for initial and continued disbursement of funds.

- 5.1.1 The invoice accompanying the progress report must explain the method used to compute the amount due. Invoices must be itemized based on the categories specified in the Budget. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - 5.2 Every three (3) months (quarterly) during the work performed under the Scope of Work - Exhibit A section of this Agreement, the Grantee shall develop and submit to their assigned SWRCB's Program Analyst expenditure/invoice projections for the next six (6) months to enable funding availability for payment of invoices.
  - 5.3 Grantee shall complete a one (1) page Grant Summary Form <http://www.waterboards.ca.gov/funding/docs/grantinfo/grantsum.doc> within three (3) months of the Agreement execution. A hard copy shall be submitted to the Grant Manager and an electronic copy to the Program Analyst for SWRCB website posting.
  - 5.4 At the completion of this Project, the Grantee shall complete and submit electronically a Natural Resource Project Inventory (NRPI) Project Survey Form [http://www.ice.ucdavis.edu/nrpi\\_forms/default.asp](http://www.ice.ucdavis.edu/nrpi_forms/default.asp). A hard copy shall be submitted to the Program Analyst prior to final payment.
  - 5.5 The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications as may be reasonably required by the SWRCB.
6. Payment of Project Costs. The Grantee agrees that it will provide for payment of its full share of Project costs and that all costs connected with the Project will be paid by the Grantee on a timely basis.
  7. Audit Disallowances. The Grantee agrees it shall return any audit disallowances to the SWRCB.

EXHIBIT C  
SWRCB GENERAL CONDITIONS

## 1. ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:

- 1.1 Separate Accounting of Grant Disbursement and Interest Records: Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- 1.2 Fiscal Management Systems And Accounting Standards: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement.
- 1.3 Remittance of Unexpended Funds: Grantee, within a period of sixty (60) calendar days from the final disbursement from State to Grantee of grant funds, shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not needed to pay Eligible Project Costs.

2. ACKNOWLEDGEMENT OF CREDIT: Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement.
3. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
4. AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
5. AUDITS: Grantee agrees that the awarding department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for a possible audit for a minimum of ~~(choose one) three (3)/twenty-three (23)/thirty-six (36)~~ years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of the Agreement. After completion of the Project, State may require Grantee to conduct a final audit, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the SWRCB.
6. BONDING: Where contractors are used, Grantee shall not authorize construction to begin until each such contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$20,000.00.



7. **BUDGET CONTINGENCY:** If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the SWRCB to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Grantee to reflect the reduced amount.
8. **CEQA/NEPA:** No work that is subject to the California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) may proceed under this Agreement until environmental clearance is given by the SWRCB. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required.
9. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
10. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Grantee agrees that, to the extent applicable, the Grantee will comply with the provisions of the adopted environmental mitigation plan for the term of the Agreement.
11. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
12. **CONFLICT OF INTEREST**
  - 12.1 **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - 12.2 **Former State Employee:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
13. **CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PROJECT:** The Grantee may not lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Division of Financial Assistance (Division). Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all or any portion of all remaining grant Project funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.
14. **DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS:** In the event that any breach of any of the provisions of this Agreement by the Grantee shall result in the loss of tax exempt status for any state bonds,

or if such breach shall result in an obligation on the part of the State to reimburse the federal government by reason of any arbitrage profits, the Grantee shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.

15. **DELIVERY OF INFORMATION, REPORTS, AND DATA.** The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications as may be reasonably required by the SWRCB.
16. **DISBURSEMENTS.** Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
17. **DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail.

Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Chief of the Division of Financial Assistance (Division), or his or her authorized representative. The decision shall be reduced to writing and a copy thereof furnished to the Grantee and to the SWRCB's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Division decision to the Grantee, the Grantee mails or otherwise furnishes a written appeal of the decision to the SWRCB's Executive Director. The decision of the SWRCB's Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the SWRCB, or any official or representative thereof, on any question of law.

#### 18. DRUG-FREE WORKPLACE CERTIFICATION

18.1 **Certification of Compliance:** By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- 18.1.1 Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a).
- 18.1.2 Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b) to inform employees, contractors, or subcontractors about all of the following:
  - C.18.1.2.1 The dangers of drug abuse in the workplace,
  - C.18.1.2.2 Grantee's policy of maintaining a drug-free workplace,
  - C.18.1.2.3 Any available counseling, rehabilitation, and employee assistance programs, and
  - C.18.1.2.4 Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- 18.1.3 Provide as required by Government Code Sections 8355(c), that every employee, or subcontractor who works under this Grant Agreement:
  - C.18.1.3.1 Will receive a copy of Grantee's drug-free policy statement, and

18.1.3.2 Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

19. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
20. **GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
21. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
22. **INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantee, if any, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
23. **INSPECTION:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to the entire system of which the project is a component part, and any subagreements, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State. Grantee acknowledges that the Project work site will be reportable under the Public Records Act. State shall have the right to inspect the Grantee's office at any and all reasonable times after completion of the project to ensure compliance with the terms and conditions of this Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Grantee relating to this Agreement. Grantee shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under this Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
24. **INSURANCE:** Throughout the life of the Project, the Grantee shall maintain a program of self-insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty (30) days' prior written notice to the SWRCB. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.
25. **NO THIRD PARTY RIGHTS:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
26. **NONDISCRIMINATION:** During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990

(a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Agreement.

27. **Notices:** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Agreement shall be in writing. Notices may be sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by facsimile transmission. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given five (5) business days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent by facsimile will be effective on the date of successful transmission, which is documented in writing. Notices shall be sent to the following addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one above.

The Grantee shall promptly notify the State of events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State, and the State has given written approval for such change. The Grantee shall notify the State at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State's representatives. The Grantee shall promptly notify the State in writing of completion of work on the Project.

28. **OPERATIONS & MAINTENANCE:** The Grantee shall maintain and operate the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the purposes for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the SWRCB shall not be liable for any cost of such maintenance, management or operation. The Grantee may be excused from operations and maintenance only upon the written approval of the Grant Manager. For purposes of this Agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Except as otherwise provided in this Agreement, the Grantee shall not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the SWRCB. Such approval may be conditioned as determined to be appropriate by the SWRCB, including a condition requiring repayment of all or any portion of the remaining grant funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.
29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
30. **PERFORMANCE EVALUATION.** Grantee's performance under this Agreement will be evaluated by State after completion.
31. **PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS.** Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Agreement. Grantee shall comply with the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.) and other applicable federal, State and local laws, rules, and regulations, guidelines, and requirements prior to disbursement of funds under this Agreement.

Without limiting the foregoing, Grantee shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to Section 1720 *et seq.* of the California Labor Code regarding public works.

32. **PROFESSIONALS:** The Grantee agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for.
33. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
34. **RETENTION:** Notwithstanding any other provision of this Agreement, the State may retain ten percent (10%) of the grant amount specified in this Agreement until completion of the Project to the reasonable satisfaction of the State.
35. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the SWRCB for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
36. **SEVERABILITY of UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement shall continue to have full force and effect and shall not be affected thereby.
37. **STATE ACTION, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the SWRCB as a result of breach of this Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the SWRCB shall not preclude the SWRCB from pursuing any legal remedy or right which would otherwise be available. Should the SWRCB find it necessary to pursue any legal remedies, Grantee shall pay all costs incurred by the SWRCB, including, but not limited to attorney fees,
38. **STATE REVIEWS AND INDEMNIFICATION:** Grantee is solely responsible for design, construction, and operation and maintenance of the Project. The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the SWRCB is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the SWRCB and the State against any loss or liability arising out of any claim or action brought against the SWRCB and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the

circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the SWRCB and/or the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of the Agreement.

39. **SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
40. **SUIT ON GRANT AGREEMENT:** Each of the parties hereto may sue and be sued with respect to this Grant Agreement.
41. **SUPPLEMENTAL ENVIRONMENTAL PROJECTS:** Grant Funds shall not be used for supplemental environmental projects required by Regional Water Quality Control Boards.
42. **TERMINATION, IMMEDIATE REPAYMENT, INTEREST:** This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the SWRCB, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the SWRCB. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the SWRCB an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.
43. **TIMELINESS:** Time is of the essence in this Grant Agreement.
44. **TRAVEL:** Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Travel will be reimbursed at or below the rate allowed for unrepresented State employees, Exhibit G, Travel and Per Diem Expenses. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the SWRCB.
45. **UNION ORGANIZING:** Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code 16645 through 16649 to this Grant Agreement. Furthermore, Grantee, by signing this Grant Agreement, hereby certifies that:  
  
No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.  
Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.  
  
Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the grant program.  
  
If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
46. **USEFUL LIFE OF PROJECT:** For the purpose of this Agreement, the useful life of any constructed portions of this Project begins upon completion of construction and continues until 50 years thereafter for pipelines and structures and 20 years for all else.
47. **VENUE:** The SWRCB and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United

States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

48. **WAIVER OF RIGHTS:** As a material condition of this Agreement, the Grantee agrees that acceptance of any disbursements under this Grant Agreement shall effect a waiver of any right of action (including pending actions) against the State Water Resources Control Board (SWRCB) or any Regional Water Quality Control Board (RWQCB) to challenge any regulation or order of the SWRCB or the RWQCB, which either requires performance of the Project, or though not required, whose terms or conditions would be satisfied in whole or in part by performance of the Project. This waiver shall not apply to internal administrative review by the SWRCB of its own or a RWQCB's regulation or order, but it shall apply to judicial review thereof. This paragraph shall not apply to litigation arising due to disputes related to the performance of this Agreement. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
49. **WITHHOLDING OF GRANT DISBURSEMENTS:** The SWRCB may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.
50. **WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

**EXHIBIT D  
GRANT PROGRAM TERMS & CONDITIONS**

~~Insert the following for Prop. 50 Coastal NPS/Santa Monica Bay Restoration (WC § 79543, WC § 79148)~~

1. The Grantee certifies that it is a municipality, a local public agency, a community college, a state college, the University of California, or a 501(c)(3) or 501(c)(5) nonprofit organization.
2. The Grantee certifies that this Project is intended to produce sustained, long-term water quality or environmental restoration or protection benefits for a period of twenty (20) years.
3. The Grantee certifies that this Project is intended to address the causes of degradation, rather than symptoms.
4. This Project is consistent with water quality and resource protection plans prepared, implemented, or adopted by the SWRCB, the applicable Regional Water Quality Control Board, and the California Coastal Commission.
5. Notwithstanding Exhibit A, the Grantee shall submit a monitoring and reporting plan that will do all of the following:
  - a. identifies the nonpoint source or sources of pollution to be prevented or reduced by Project
  - b. describes the baseline water quality or quality of the environment to be addressed
  - c. describes the manner that Project will prevent or reduce pollution and demonstrate desired environmental results.
6. Notwithstanding Exhibit A, upon completion of the Project, the Grantee shall submit a report to the SWRCB that summarizes the completed activities and indicates whether the purposes of the Project have been met. The report shall include information collected by the recipient in accordance with the Project monitoring and reporting plan, including a determination of the effectiveness of the Project in preventing or reducing pollution.
7. The Grantee shall inform the SWRCB with regard to necessary public agency approvals, entitlements, and permits that may be necessary to implement the Project. The Grantee shall certify to the SWRCB, at the appropriate time, that it has obtained those approvals, entitlements, and permits.
8. The Grantee certifies that if a recovery plan for coho, steelhead, or other threatened or endangered aquatic species exists, this Project is consistent with such a plan and, if feasible, implements actions in such a plan.
9. The Grantee hereby certifies that it has not received any funding for this Project under WC § 79110 – 79117 (Proposition 13 Nonpoint Source Pollution Control).
10. This Project includes a monitoring component that allows the integration of data into statewide monitoring effort, including but not limited to the SWRCB's surface water ambient monitoring program (SWAMP).



EXHIBIT E  
TRAVEL AND PER DIEM EXPENSESI. SHORT-TERM PER DIEM EXPENSES

- A. In computing reimbursement for continuous short-term travel of more than 24 hours and less than 31 consecutive days, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return, as follows:

1. On the first day of travel on a trip of 24 hours or more:

Trip begins at or before 6 a.m.	Breakfast may be claimed on the first day.
Trip begins at or before 11 a.m.	Lunch may be claimed on the first day.
Trip begins at or before 5 p.m.	Dinner may be claimed on the first day.

2. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed.
Trip ends at or after 2 p.m.	Lunch may be claimed.
Trip ends at or after 7 p.m.	Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may also be claimed. No meal or lodging expense may be claimed or reimbursed more than once on any given date or during any 24-hour period.

3. Reimbursement shall be for actual expenses, subject to the following maximum rates:  
4.

**Meals:**

Breakfast	\$ 6.00	Receipts are not required for regular short-term travel meals
Lunch	\$ 10.00	
Dinner	\$ 18.00	
Incidentals	\$ 6.00	

**Lodging:**

Statewide	Actual up to \$84.00 plus tax
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When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.

When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.

If lodging receipts are not submitted, reimbursement will be for meals only at the rates and time frames set forth in B.1 below.

- B. In computing reimbursement for continuous travel of less than 24 hours, actual expenses, up to the maximums in A.3 above, will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following time frames:

1. Travel begins at or before 6 a.m. and ends at or after 9 a.m.: Breakfast may be claimed. Travel begins at or before 4 p.m. and ends at or after 7 p.m.: Dinner may be claimed. If the trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed. No lunch or incidentals may be reimbursed on travel of less than 24 hours.
2. Employees on short-term travel who stay in commercial lodging establishments or commercial campgrounds will be reimbursed for actual lodging expenses substantiated by a receipt. Employees who stay with friends or relatives, or who do not produce a lodging receipt, will be eligible to claim meals only.

## II. LONG-TERM TRAVEL AND PER DIEM EXPENSES

- A. Employee maintains a separate residence in the headquarters area:

1. Long-term travelers who maintain a permanent residence at their primary headquarters may claim daily long-term lodging up to \$24.00 with a receipt, and long-term meals of \$24.00 for each period of travel from 12 to 24 hours at the long-term location. For travel of less than 12 hours, the traveler may claim either \$24.00 in receipted lodging or \$24.00 in long-term meals.

- B. Employee does not maintain a separate residence in headquarters area:

1. Long-term travelers who do not maintain a permanent residence at their headquarters may claim daily receipted lodging up to \$12.00, and long-term meals of \$12.00 for each period of travel from 12 to 24 hours at the long-term locations. For travel of less than 12 hours, the travelers may claim either \$12.00 in receipted lodging or \$12.00 in long-term meals.

## III. MILEAGE REIMBURSEMENT

Reimbursement for personal vehicle mileage is 34 cents per mile.

Reimbursement for personal vehicle mileage using a specialized vehicle that has been modified to accommodate disabilities is 37 cents per mile.

## IV. VEHICLE RENTAL

Reimbursement for vehicle rental shall be for actual and necessary costs of such rental and airplane usage shall be allowed at the lowest fare available. Claims for reimbursements shall be allowed upon submittal of the appropriate receipt. Refer to California Code of Regulations, Title 2, Sections 599.627 and 599.628.

# Los Angeles County Chief Administrative Office

## Grant Management Statement for Grants \$100,000 or More

<b>Department:</b> Public Works on behalf of Los Angeles County Flood Control District		
<b>Grant Project Title and Description:</b> Santa Monica Bay Watershed Trash Excluders		
This project involves the design and construction of trash excluders. The trash excluders will prevent trash from entering the rivers and the ocean by preventing it from entering the storm drain catch basins.		
<b>Funding Agency</b> State Water Resources Control Board	<b>Program (Fed. Grant #/State Bill or Code #)</b> Proposition 50	<b>Grant Acceptance Deadline</b> Upon Board approval
<b>Total Amount of Grant Funding:</b> \$1,000,000		<b>District Match:</b> \$300,000 (soft costs)
<b>Grant Period:</b> Approximately 2 years*	<b>Begin Date:</b> Upon Board approval	<b>End Date:</b> June 08
<b>Number of Personnel Hired Under This Grant:</b> 0	<b>Full Time:</b> 0	<b>Part Time:</b> 0
<b><u>Obligations Imposed on the District When the Grant Expires</u></b>		
Will all personnel hired for this program be informed this is a grant-funded program?		N/A
Will all personnel hired for this program be placed on temporary ("N") items?		N/A
Is the District obligated to continue this program after the grant expires?	Yes	
If the District is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services		N/A
b.) Identify other revenue sources (describe below)		N/A
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.		N/A
<b>Impact of additional personnel on existing space:</b>		
None		
<b>Other requirements not mentioned above:</b>		
*The terms of the Agreement (including maintenance requirements) shall continue through project completion, plus 23 years unless otherwise terminated or amended as provided in the Agreement.		

Department Head Signature \_\_\_\_\_

Date: \_\_\_\_\_

# Los Angeles County Chief Administrative Office

## Grant Management Statement for Grants \$100,000 or More

<b>Department:</b> Public Works on behalf of Los Angeles County Flood Control District		
<b>Grant Project Title and Description:</b> Project No. 286 – Low-Flow Diversion at 28th Street		
This project involves the design and construction of a low-flow diversion system within the existing Project No. 286 storm drain. The low-flow diversion will collect dry-weather urban runoff currently conveyed by the existing storm drain and divert it to the County Sanitation District sewer system for treatment to reduce bacteria discharging into the ocean.		
<b>Funding Agency</b> State Water Resources Control Board	<b>Program (Fed. Grant #/State Bill or Code #)</b> Proposition 50	<b>Grant Acceptance Deadline</b> Upon Board approval
<b>Total Amount of Grant Funding:</b> \$660,000		<b>District Match:</b> \$220,000 (soft costs)
<b>Grant Period:</b> Approximately 2 years*	<b>Begin Date:</b> Upon Board approval	<b>End Date:</b> June 08
<b>Number of Personnel Hired Under This Grant:</b> 0	<b>Full Time:</b> 0	<b>Part Time:</b> 0
<b><u>Obligations Imposed on the District When the Grant Expires</u></b>		
Will all personnel hired for this program be informed this is a grant-funded program?		N/A
Will all personnel hired for this program be placed on temporary ("N") items?		N/A
Is the District obligated to continue this program after the grant expires?	Yes	
If the District is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services		N/A
b.) Identify other revenue sources (describe below)		N/A
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.		N/A
<b>Impact of additional personnel on existing space:</b>		
None		
<b>Other requirements not mentioned above:</b>		
*The terms of the Agreement (including maintenance requirements) shall continue through project completion, plus 23 years unless otherwise terminated or amended as provided in the Agreement.		

Department Head Signature \_\_\_\_\_

Date: \_\_\_\_\_

# Los Angeles County Chief Administrative Office

## Grant Management Statement for Grants \$100,000 or More

<b>Department:</b> Public Works on behalf of Los Angeles County Flood Control District		
<b>Grant Project Title and Description:</b> Project No. 3874 Low Flow Diversion at Boone-Olive Pump Station		
This project involves the design and construction of a low-flow diversion system within the existing Boone Olive Pump Station. The low-flow diversion will collect dry-weather urban runoff currently conveyed by the existing storm drain (Project No. 3874) and divert it to the sewer system for treatment at the City of Los Angeles treatment plant to reduce bacteria discharging into the ocean.		
<b>Funding Agency</b> State Water Resources Control Board	<b>Program (Fed. Grant #/State Bill or Code #)</b> Proposition 50	<b>Grant Acceptance Deadline</b> Upon Board approval
<b>Total Amount of Grant Funding:</b> \$200,000		<b>District Match:</b> \$120,000 (soft costs)
<b>Grant Period:</b> Approximately 2 years*	<b>Begin Date:</b> Upon Board approval	<b>End Date:</b> June 08
<b>Number of Personnel Hired Under This Grant:</b> 0	<b>Full Time:</b> 0	<b>Part Time:</b> 0
<b><u>Obligations Imposed on the District When the Grant Expires</u></b>		
Will all personnel hired for this program be informed this is a grant-funded program?		N/A
Will all personnel hired for this program be placed on temporary ("N") items?		N/A
Is the District obligated to continue this program after the grant expires?	Yes	
If the District is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services		N/A
b.) Identify other revenue sources (describe below)		N/A
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.		N/A
<b>Impact of additional personnel on existing space:</b>		
None		
<b>Other requirements not mentioned above:</b>		
*The terms of the Agreement (including maintenance requirements) shall continue through project completion, plus 23 years unless otherwise terminated or amended as provided in the Agreement.		

Department Head Signature \_\_\_\_\_

Date: \_\_\_\_\_